

## **REMARKS**

### **Status**

This application is the subject of an appeal in which the Decision dated May 30, 2008 of the Board of Patent Appeals and Interferences sustained the rejection of all pending claims (claims 1, 7, 9-11, 19, 21 and 24-26).

An RCE has been filed concurrently with this Amendment.

This Amendment amends claims 1, 10, 11, 21 and 24-26.

### **RCE**

This Amendment and the accompanying RCE seek further examination of claims deemed to define allowable subject matter based on comments in the Board's decision, as discussed below.

### **Allowability of independent claims 1, 10, 11, 21 & 24-26**

The basis of the Board's decision is that the limitation in the independent claims of "at least one temporary restriction setttable by a first trader with respect to at least one trader and when set automatically expiring at or after a predetermined time or time period" encompasses a trader setting and resetting a credit limit, as disclosed in Silverman et al. U.S. Patent No. 5,924,083 ("Silverman"). The Board's reasoning is set forth below (Decision, page 10, last paragraph to page 12, first paragraph):

The Appellants argue that Silverman does not disclose a temporary restriction that expires automatically. Specifically, the Appellants argue that Silverman discloses that a trading party may set a unilateral credit limit for another trading partner. "A unilateral credit limit does not change until reset by the party itself... [O]nce set, a unilateral credit limit value does not expire and remains until changed by the trading party." App. Br. 9. "[U]nilateral credit limits set by the parties do not expire – they remain in effect until

the party resets a unilateral credit limit.” Reply Br. 2. Also, according to Appellants, in Silverman, “the credit limit values set by the trading entities do not automatically expire at a predetermined time period.” App. Br. 10.

We are not persuaded by the Appellants’ arguments as to error in the prima facie case. In essence, the Appellants are arguing that a trader’s resetting of a credit limit for another trader cannot be temporary and automatic. The difficulty with this argument is that the terms “temporary” and “automatic,” as used in claim 1, do not preclude a trader’s resetting of another trader’s credit limit. The ordinary and customary meanings of these terms are “lasting...for a time only” and “moving, operating, etc. by itself,” respectively. See FF 5 and 6. Once a trader resets a credit limit, the prior credit limit necessarily “last[ed]...for a time only,” i.e., it was temporary. Furthermore, that prior credit limit operated by itself; that is, as soon as the credit limit was reset, the prior credit limit expired automatically. We note that the Appellants argue distinction between Silverman’s credit limit resetting and the claimed temporary and automatically expiration of a restriction in the context so as to include a “penalty box.” App.Br.10. However, claim 1 is not limited so as to include a “penalty box.” Accordingly, because the argument is not commensurate with what is claimed, the argument as it relates to a “penalty box” is not persuasive as to error in the rejection. *In re Self*, 671 F.2d 1344, 1348 (CCPA 1982).

In the last sentence quoted above, the Board essentially finds that the argument analogizing the temporary restriction to a penalty box (which analogy is given in the application, e.g., at page 25, lines 1-6), is not commensurate with what is claimed. This amendment seeks to introduce language regarding expiration or resetting of the temporary restriction that does not encompass the functionality of a trader resetting a credit limit, more in keeping with the penalty box analogy.

The independent claims were amended to recite that at least one of the trading configurations includes at least one temporary restriction which is:

settable by a first trader with respect to at least one trader and when set continuing until automatically reset in response to the occurrence of a predetermined time or the expiration of a predetermined time period and independently of a resetting by the first trader.

The amended language clearly does not encompass resetting of a credit limit by a trader, as disclosed in Silverman. The Board's decision found that the ordinary and customary meaning of "automatically" is: "moving, operating, etc. by itself; regulating itself." While it was believed "automatically expiring" with respect to a temporary restriction set by a first trader, as claimed in the claims on appeal, did not encompass a credit limit manually reset by a trader to replace a previously set credit limit, the independent claims have been amended to recite that resetting occurs (a) in response to the occurrence of a predetermine time or the expiration of a predetermined time period, and (b) independently of a resetting by the first trader. Therefore, as amended, the claims do not encompass manual resetting of a credit limit by a trader, as disclosed in Silverman.

A *prima facie* case of obviousness requires a finding in the prior art of every claimed element based on a reference or references or the understanding of one of ordinary skill in the art. (MPEP ¶¶ 2141 III.) MPEP ¶ 2143 discusses seven exemplary rationales that may support a conclusion of obviousness, all of which involve in one way or another a finding in the prior art of all elements of the claimed invention (whether in a reference or the understanding of one of ordinary skill in the art). Thus, a *prima facie* case of obviousness requires a finding of all of the claim elements somewhere in the prior art.

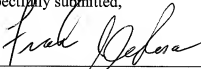
As pointed out above, Silverman does not disclose the limitation of a temporary restriction set by a first trader that “[continues] until automatically reset in response to the occurrence of a predetermined time or the expiration of a predetermined time period and independently of a resetting by the first trader.” Should the Examiner base a future *prima facie* case of obviousness on knowledge of one of ordinary skill in the art, he is respectfully requested to specifically describe the basis of any such knowledge. (Please see MPEP ¶ 2144.03.¶)

**Closing**

It is respectfully requested that examination of the application continue and that claims 1, 7, 9-11, 19, 21 and 24-26 be allowed.

The Examiner is requested to telephone the undersigned Attorney if he believes that a telephone conference may be helpful in resolving any issue or in any way advancing prosecution.

Respectfully submitted,



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Frank J. DeRosa  
Attorney for Assignee  
Reg. No. 26,543  
Customer No. 20999  
Frommer Lawrence & Haug LLP  
745 Fifth Avenue  
New York, New York 10151  
Tel : (212) 588-0800  
Fax: (212) 588-0500